

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

SONNIEL R. GIDARISINGH,

Plaintiff,

v.

Case No. 12-CV-576

JUSTIN SEGERSTROM,

Defendant.

ORDER DENYING PLAINTIFF'S MOTION TO
CLARIFY TERMS OF SETTLEMENT AGREEMENT (DOC. 78)

The plaintiff, Sonniel R. Gidarisingh, has filed a motion to clarify the terms of the settlement agreement that was reached in this case on September 25, 2014, following a mediation hearing before Magistrate Judge Nancy Joseph. The court dismissed this case with prejudice on September 26, 2014, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), based on the parties' stipulation.

In general, a court retains jurisdiction over a settled and dismissed case "if the parties' obligation to comply with the terms of the settlement agreement has] been made part of the order of dismissal—either by separate provision (such as a provision 'retaining jurisdiction' over the settlement agreement) or by incorporating the terms of the settlement agreement in the order." *Bond v. Etriers*, 585 F.3d 1061, 1079 (7th Cir. 2009) (quoting *Cuquenat v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994)). Retaining jurisdiction over the enforcement of a settlement agreement does not require a district court to use "any magic form of words" and instead "[all that is necessary is that it be

possible to infer that [the court] did intend to retain jurisdiction.” *McCall–Bey v. Franzen*, 777 F.2d 1178, 1188 (7th Cir. 1985)).

Hence, there is nothing in the record of this case to suggest the court intended to retain jurisdiction to enforce the settlement between the parties. The matter was dismissed with prejudice. Accordingly, the court concludes that it did not retain jurisdiction to enforce the settlement agreement. Therefore,

IT IS ORDERED that plaintiff’s motion to clarify terms of settlement agreement (Docket 78) is denied.

Dated at Milwaukee, Wisconsin, this 2nd day of February, 2017.

BY THE COURT

s/ C. N. Clevert, Jr.

C. N. CLEVERT, JR.
U.S. District Judge